

County of Los Angeles CHIEF EXECUTIVE OFFICE

Kenneth Hahn Hall of Administration 500 West Temple Street, Room 713, Los Angeles, California 90012 (213) 974-1101 http://ceo.lacounty.gov

"To Enrich Lives Through Effective And Caring Service"

Board of Supervisors HILDA L. SOLIS First District

MARK RIDLEY-THOMAS Second District

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ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

25

June 14, 2016

LORI GLASGOW EXECUTIVE OFFICER

June 14, 2016

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

Dear Supervisors:

EXTEND THE TERM OF THE INFORMATION AND REFERRAL FEDERATION OF LOS ANGELES COUNTY, INCORPORATED DBA 211 LA COUNTY SOLE SOURCE CONTRACT FOR ONE YEAR; AUTHORIZE THE AMENDMENT OF THE EXTENDED CONTRACT TO ALLOW 211 LA COUNTY TO SERVE AS THE PROPOSITION 47 CALL CENTER; AND ACCEPT FUNDS FROM UNITED WAY, INCORPORATED

FOR 211 INFORMATION AND REFERRAL SERVICES

(ALL DISTRICTS AFFECTED) (3-VOTES)

SUBJECT

Authorize the Chief Executive Officer (CEO), or her designee to execute a one year extension of the current Information and Referral Federation of Los Angeles County, Incorporated dba 211 LA County (211 LA County) sole source contract (Contract), and to encumber funds from participating County departments and the CEO to continue the delivery of health and human services and general and specialized Information and Referral (I&R) services to County residents via the 211 dialing code. The extension would: (a) Ensure that critical I&R services are not interrupted past the expiration of the current contract for one year; (b) Allow 211 LA County to expand its scope of services and serve as the Proposition 47 (Prop 47) call center for Prop 47 eligible participants, through negotiated Amendment to the extended Contract's scope of services and an encumbrance of Prop 47 Outreach and Services Campaign funds; and, (c) Provide time for the CEO to negotiate and execute a new multi-year Contract for I&R services past the expiration of the current Contract. Board approval is also needed to authorize the CEO or her designee to accept funding from the United Way, Inc. to partially offset the County's matched portion of the costs for 211 LA County I&R services for fiscal year (FY) 2015-16.

IT IS RECOMMENDED THAT THE BOARD:

- 1. Delegate authority to the CEO or her designee to execute an amendment (Amendment), substantially similar to Attachment 1, that extends the term of the existing sole source Contract for a period of one year through June 30, 2017, with an existing option remaining to extend for an additional six months through December 31, 2017, by delegated authority to the CEO, or her designee, provided there are sufficient funds remaining under the Contract for provision of services during such six-month period. The cost for the one (1) year extended Contract is \$6,289,329, increasing the maximum Contract amount to \$25,210,994.
- 2. Authorize the encumbrance of \$6,289,329 from six participating County departments and the CEO that have agreed to continue to fund the provision of I&R services and to continue the Temporary, Emergency Food, Shelter and Transportation Voucher Special Campaign during the contract extension period (Attachment 1, Exhibit B-1).
- 3. Delegate authority to the CEO or her designee to: (a) Negotiate and amend the extended Contract's scope of services, with prior approval of County Counsel as to form, to allow 211 LA County to deliver telephonic, web-based/digital and care coordination Prop 47 call center I&R services to Prop 47 eligible participants; and (b) Authorize the encumbrance of \$754,500 in one-time funding, contingent upon Board approval of the Prop 47 Outreach and Services Campaign to support the delivery of Prop 47 call center I&R services during FY 2016-17.
- 4. Approve and authorize the CEO, or her designee, to sign an agreement to accept \$169,500 in funding from the United Way, Inc. for FY 2015-16, to partially offset the Department of Public Social Services' (DPSS) matched portion of the costs of the 211 LA County I&R services (Attachment 2). Upon receipt of this contribution, DPSS will deposit the check for the offset. The agreement has been approved by County Counsel as to form.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

211 LA County Contract

Under the existing Contract, set to expire on June 30, 2016, 211 LA County provides County residents with I&R services on a 24 hours a day, seven (7) days a week basis. The Contract funds 211 LA County to service 412,968 annual calls for I&R health and human services and 30,000 calls for I&R unincorporated area services/code enforcement through the 211 dialing code or existing toll free telephone number. Services rendered include:

- 1. Ensuring callers are directly connected to a service provider who can address their needs ("warm hand-offs") on all crisis, abuse, and neglect calls, including those for the Department of Children and Family Services' (DCFS) Child Abuse Hotline, Community and Senior Services' (CSS) Elder Abuse Hotline, Department of Mental Health's (DMH) ACCESS Hotline, and the Safely Surrendered Baby Hotline.
- 2. Assisting residents with unincorporated area services/code enforcement requests and conducting similar "warm hand-offs" to appropriate department's representative as needed.
- 3. Providing I&R services to constituents seeking employment assistance through the one-stop WorkSource California Employer and Job Seeker Line funded by CSS.
- 4. Making emergency information and resources available to the public whenever the County's

Emergency Operations Center, Office of Emergency Management is activated.

5. Delivering services through Special Campaigns/Projects, such as the CEO's Temporary, Emergency Food, Shelter, and Transportation Vouchers Program.

With the approval of the Contract extension: (a) the CEO will lead the Contract amendment process to add the I&R enhancements to serve Prop 47 participants, will continue to be responsible for overall management of the 211 LA County Contract, and will lead the negotiations for a new I&R services contract; (b) the six departments and the CEO will continue to fund the 211 LA County Contract; (c) the Temporary, Emergency Food, Shelter and Transportation Voucher Special Campaign will continue until the funds are exhausted; and (d) DPSS will continue to be responsible for monitoring the Contract.

Proposition 47

Pursuant to a Board directive, the Public Defender and the CEO designed a Prop 47 Outreach and Services Campaign to contact potentially eligible individuals to reduce certain drug or property crime felony convictions to a misdemeanor. The target population would also be notified of mental health treatment, substance use disorder treatment, health services, housing and social services, employment training, and job opportunities.

Given 211 LA County's existing I&R service Contract and organizational capacity to handle large call volumes, as well as the short timeframe of the Prop 47 legal relief filing deadline, the Prop 47 Task Force determined that establishing an alternative County call center would be too time consuming, logistically complex and costly.

As such, the Task Force requested 211 LA County to serve as the Prop 47 call center to provide I&R telephonic, web-based/digital and care coordination services to Prop 47 eligible constituents, estimated at 500,000.

United Way, Inc.

Since September 5, 2006, the Board has approved annual agreements to accept funding from the United Way Inc. to partially offset the DPSS program match expenditures related to I&R services provided through 211 LA County. For FY 2015-16, the amount of United Way Inc. funds to be deposited by DPSS upon Board approval is \$169,500.

<u>Implementation of Strategic Plan Goals</u>

Approving the recommendations would support the following County Strategic Plan Goals:

- -GOAL 1: Operational Effectiveness/Fiscal Sustainability, to maximize the effectiveness of processes, structure, operations, and strong fiscal management to support timely delivery of customer-oriented and efficient public services.
- -GOAL 3: Integrated Services Delivery, to maximize opportunities to measurably improve client and community outcomes and leverage resources through the continuous integration of health, community, and public safety services.

FISCAL IMPACT/FINANCING

211 LA County

Six County departments and the CEO have agreed to continue funding the additional 12-month extension period of the 211 LA County Contract (including the remaining Temporary, Emergency Food, Shelter, and Transportation Vouchers Special Campaign/Project) for a Contract sum of \$6,289,329. The funding is included in the FY 2016-17 budget.

Prop 47 Call Center Services

Upon approval of the requested extension of the 211 LA County Contract, the total cost of 211 LA County delivering telephonic, web-based/digital and care coordination Prop 47 call center I&R services during FY 2016-17 will be \$754,500. This is contingent upon Board approval of the FY 2016-17 Final Budget, and a Prop 47 Outreach and Service Campaign appropriation request to be presented to the Board in June 2016.

Upon Board approval of the recommendations, the total 211 LA County Contract amount will be \$7,043,829 for FY 2016-17.

It is recognized by all parties that the potential response to the Prop 47 Outreach and Services Campaign is unknown. Unlike typical County community awareness campaigns, such as health and social services, there is no experience with such a massive outreach campaign offering legal relief for 500,000 eligible participants under Prop 47. Once a negotiated Contract amendment has been executed, the CEO will work closely with 211 LA County to monitor call volumes and may return to the Board should the call center capacity and corresponding funding need to be increased.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

211 LA County

Pursuant to Section 26227 of the Government Code, the Board of Supervisors may appropriate and fund programs deemed by the Board to be necessary to meet the social needs of the population of the County, including but not limited to, the areas of health, law enforcement, public safety, rehabilitation, welfare, education, legal services, and the needs of financially, physically, mentally challenged persons and aged persons.

In 1980, the Board first adopted a contract with 211 LA County to provide I&R services to all County residents. On October 16, 2003, the California's Public Utilities Commission designated 211 LA County as the sole provider of 211 services in the County of Los Angeles. Accordingly, 211 LA County became the sole source contractor providing services.

On June 4, 2013, the Board approved a sole source Contract with 211 LA County for the provision I&R services through the 211 dialing code for a term of three years from July 1, 2013 through June 30, 2016, with a six month extension option at the sole discretion of the CEO for a contract sum of \$18,791,450. This included one-time funding allocated to leverage available shelter vouchers under the Temporary, Emergency Food, Shelter and Transportation Voucher Special Campaign. These monies were authorized to be carried over until exhausted.

Under the CEO's delegated authority two amendments were executed: (a) Amendment One, completed two DPH Special Campaigns/Projects; and (b) Amendment Two, provided 211 LA County with funding from the Provisional Financing Uses Budget Unit to purchase a network switch and upgrade security software.

On May 11, 2016, the Board was notified of the CEO's intent to negotiate and executive a new multiyear contract for I&R services past the expiration of the current Contract. While the CEO has the delegated authority to extend the Contract for up to six months, a twelve month time extension is needed to complete negotiations for a new I&R services contract.

The Amendment will become effective upon Board approval and will extend the Contract from July 1, 2016 through June 30, 2017, with the remaining six month extension option to extend through December 31, 2017, providing there are sufficient funds remaining under the Contract.

Attached is a Sole Source Checklist providing the sole source justification for the County to contract with 211 LA County (Attachment 3).

Prop 47 Call Center Services

On November 4, 2014, the Safe Neighborhoods and Schools Act, commonly known as Prop 47, was approved by voters to reduce certain drug and property crime convictions from a felony to a misdemeanor. Eligible individuals have a three year window to file a petition (individual is currently serving the sentence) or an application (individual has completed the sentence) for legal relief. The deadline to file is November 5, 2017.

On December 1, 2015, the Board directed the Public Defender, CEO, and the Office of Diversion and Re-Entry, to establish several taskforces to develop strategies to identify, contact, and provide legal relief, rehabilitative and support services, and employment opportunities to individuals eligible for Prop 47 legal services.

In June 2016, the Board is scheduled to consider for approval the Prop 47 Outreach and Services Campaign, along with the corresponding fiscal implementation plan. Approval will allow the County to reach out to 500,000 eligible individuals prior to the filing deadline and to notify them of their opportunity to receive legal relief and services. To accommodate the potential response volume to the Outreach and Services Campaign, the CEO will negotiate an amendment to the extended Contract to allow 211 LA County to expand its scope of services and serve as the County's Prop 47 call center. I&R services will include referrals for legal relief, mental health treatment, substance use disorder treatment, health services, housing, social services, employment training, and job opportunities.

<u>IMPACT ON CURRENT SERVICES (OR PROJECTS)</u>

211 LA County has been designated by the California Public Utilities Commission as the sole entity to provide I&R services within the County of Los Angeles. The one year extension of the existing Contract would ensure that County residents continue to receive critical I&R services, including crisis services, such as Elder Abuse, Child Abuse, and Mental Health services on a 24 hours a day, seven (7) days a week basis.

Additionally, 211 LA County is able to handle potentially high call volumes in response to the

County's Prop 47 mass outreach efforts, and to make service referrals in response to those efforts. The Prop 47 Task Force has determined that establishing an alternative call center to 211 LA County would be too time consuming, logistically complex and cost prohibitive.

CONCLUSION

Upon approval of the recommended actions by the Board of Supervisors, the CEO will take all necessary steps to ensure that critical I&R services continue to be available to the residents of Los Angeles County.

Respectfully submitted,

SACHI A. HAMAI

Chief Executive Officer

SAH:JJ:FD HK:CP:km

Enclosures

c: Executive Office
County Counsel
Community and Senior Services
Children and Family Services
Health Services
Mental Health
Public Health
Public Social Services
Executive Director 211 LA County

Sochi a. Hamai

Attachment 1



AMENDMENT NUMBER THREE

TO

CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

THE INFORMATION AND REFERRAL FEDERATION OF LOS ANGELES COUNTY, INCORPORATED DBA 211 LA COUNTY

FOR

INFORMATION AND REFERRAL PROGRAM SERVICES

AGREEMENT NUMBER: AO-13-079

AMENDMENT NUMBER THREE

CONTRACT

FOR

INFORMATION AND REFERRAL PROGRAM SERVICES

This Amendment No. 3 is made and entered into this _____ day of ______, 2016 by and between the County of Los Angeles (hereinafter "County") and The Information and Referral Federation of Los Angeles County, Inc. dba 211 LA County, a California Non-Profit Benefit Corporation (hereinafter "Contractor" or "211 LA County").

RECITALS

WHEREAS, on July 1, 2013, the parties hereto have previously entered into a Contract for Information and Referral Program Services (hereinafter "Contract") for a total maximum Contract sum of \$18,791,450; and

WHEREAS, on September 23, 2015, the Contract was amended under certain Amendment No. 1, pursuant to delegated authority to the Chief Executive Officer (hereinafter "CEO"), to increase the Contract sum to \$18,874,450 in order to add two (2) special campaigns to the scope of services under the Contract; and

WHEREAS, on February 5, 2016, the Contract was amended under certain Amendment No. 2, pursuant to delegated authority to the CEO, to utilize up to \$85,500 from the Provisional Financing Uses (hereinafter "PFU") budget for certain equipment, network and security software upgrades for provision of services under the Contract and thereby increasing the Contract sum to \$18,959,950; and

WHEREAS, County and Contractor desire to further amend the Contract to extend its term by one (1) year in accordance with the terms and conditions set forth below.

NOW THEREFORE, pursuant to Paragraph 8.1.6 under Section 8.0 (Standard Terms and Conditions) of the body of the Contract and in consideration of the mutual covenants contained herein and for good and valuable consideration, the parties agree to the following:

- I. The Contract is hereby incorporated by reference, and all of its terms and conditions, including capitalized terms defined therein, shall have full force and effect as if fully set forth herein.
- II. The initial term of the Contract is hereby extended by one (1) year up to and through June 30, 2017 by deleting **Paragraphs 4.1 and 4.2 of Section 4.0 (Term of Contract)** of the body of the Contract in their entirety and replacing such with revised Paragraph 4.1, amended to read as follows:
 - **4.1** The term of the Contract shall commence on July 1, 2013 or upon execution by County's Board of Supervisors, whichever is later, and shall

- continue for four (4) years, unless sooner terminated or extended, in whole or in part, as provided in this Contract (hereinafter "Initial Term").
- 4.2 At the end of the Initial Term, the County shall have the sole option to extend the Contract term for up to one (1) additional six-month period (hereinafter "Optional Term"), for a maximum total Contract term of four and a half years. Such Optional Term extension option shall be exercised at the sole discretion of the Chief Executive Office (CEO) or designee by provision of a 30-day advance written notice to Contractor, as authorized by the Board of Supervisors.
- **III. Paragraph 5.1 of Section 5.0 Contract Sum,** of the body of the Contract is deleted in its entirety and replaced with revised Paragraph 5.1, amended to read as follows:

The maximum Contract payment for the term will be \$25,210,994, to be paid as follows:

- 5.1.1 **\$24,523,824** will be paid to Contractor at a fixed monthly rate of **\$510,913** (1/48 of the maximum Contract amount excluding funding designated for cost reimbursement services).
- 5.1.2 For Countywide Emergency Hotline activities, the \$126,316 total Contract amount, not to exceed \$31,579 per year, will be paid on an actual cost, monthly basis. In the event of an actual disaster or unforeseen situation requiring an unusual level of financial trends, the County will then indicate to the Contractor whether or not the increased level of support can be continued based on County funded support.
- 5.1.3 For Community and Senior Services (CSS) WorkSource California toll-free line activities, a flat fee of \$2,700 per month for up to 200 calls per month, not to exceed \$129,600 in flat fees for the Contract term. Calls in excess of 200 in any given month will be billed at the rate of \$12 per call, not to exceed \$224,400 in overage charges for the Contract term at an estimated allowance of \$56,100 per year, in addition to the flat fee.
- 5.1.4 For the CEO Special Project for temporary, emergency food, transportation, and/or shelter for families who call 2-1-1, the remaining maximum amount of \$38,354 will be available on an actual cost, monthly reimbursement basis, as long as funding for this project remains.
- 5.1.5 For the Department of Public Health Special Campaign REACH **\$18,000** will be available in a single lump sum payment at the completion of all deliverables.
- 5.1.6 For the Department of Public Health Special Campaign 1422 (CDPS) a maximum amount of \$65,000 will be available on a flat fee, monthly basis, as long as funding for this project remains.
- 5.1.7 Up to **\$85,500**, to be transferred from the Provisional Financing Uses ("PFU") budget unit for reimbursement of the actual costs of a new network switch and security software.

- IV. The Maximum Contract sum is increased to account for the added Optional Term by adding to Exhibit B (Pricing Schedule), Exhibit B-1 (Extension Pricing Schedule), attached hereto and incorporated herein by reference. Such Exhibit B-1 (Extension Pricing Schedule) shall become part of and shall be deemed Exhibit B (Pricing Schedule) for purposes of this Contract.
- V. Except as expressly modified by this Amendment No. 3, the unaffected terms and conditions of the Contract, as may have been previously amended, shall remain unchanged in full force and effect and enforceable against the parties.

VI. IN WITNESS WHEREOF, the parties by their duly authorized signatures have caused this Amendment No. 3 to become effective on the day, month and year first above written.

COUNTY OF LOS ANGELES:
CHIEF EXECUTIVE OFFICE

Date

CONTRACTOR:

Ву

THE INFORMATION AND REFERRAL FEDERATION OF LOS ANGELES COUNTY, INC. DBA 211 LA COUNTY

By Mar Mae

MARIBEL MARIN Executive Director

SACHI A. HAMAI

Chief Executive Officer

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

VICTORIA MANSOURIAN
Principal Deputy County Counsel

211 LA COUNTY CONTRACT FOR INFORMATION AND REFERRAL SERVICES Contract Extension Pricing Schedule Fiscal Year 2016-17

Department	Funds Allocated
Chief Executive Office	
 Unincorporated Community Help Line 	\$171,131
 Countywide Emergency Hotline 	\$31,579
Community and Senior Services	
Elder and Dependent Adult Abuse	\$583,520
WorkSource California	\$88,500
Department of Children and Family Services	\$210,836
Department of Health Services	\$210,836
Department of Mental Health	\$210,836
Department of Public Health	\$210,836
Department of Public Social Services	\$4,532,958
Total Annual	Amount* \$6,251,032

^{*}Does not include \$38,297 for the CEO's Temporary, Emergency Food, Shelter, and Transportation Voucher Program Special Campaign.



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WHEREAS, on February 5, 2016, the Contract was amended under certain Amendment No. 2, pursuant to delegated authority to the CEO, to utilize up to \$85,500 from the Provisional Financing Uses (hereinafter "PFU") budget for certain equipment, network and security software upgrades for provision of services under the Contract and thereby increasing the Contract sum to \$18,959,950; and

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 - 4.1 The term of the Contract shall commence on July 1, 2013 or upon execution by County's Board of Supervisors, whichever is later, and shall

- continue for four (4) years, unless sooner terminated or extended, in whole or in part, as provided in this Contract (hereinafter "Initial Term").
- 4.2 At the end of the Initial Term, the County shall have the sole option to extend the Contract term for up to one (1) additional six-month period (hereinafter "Optional Term"), for a maximum total Contract term of four and a half years. Such Optional Term extension option shall be exercised at the sole discretion of the Chief Executive Office (CEO) or designee by provision of a 30-day advance written notice to Contractor, as authorized by the Board of Supervisors.
- **III. Paragraph 5.1 of Section 5.0 Contract Sum,** of the body of the Contract is deleted in its entirety and replaced with revised Paragraph 5.1, amended to read as follows:

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- 5.1.3 For Community and Senior Services (CSS) WorkSource California toll-free line activities, a flat fee of \$2,700 per month for up to 200 calls per month, not to exceed \$129,600 in flat fees for the Contract term. Calls in excess of 200 in any given month will be billed at the rate of \$12 per call, not to exceed \$224,400 in overage charges for the Contract term at an estimated allowance of \$56,100 per year, in addition to the flat fee.
- 5.1.4 For the CEO Special Project for temporary, emergency food, transportation, and/or shelter for families who call 2-1-1, the remaining maximum amount of \$38,354 will be available on an actual cost, monthly reimbursement basis, as long as funding for this project remains.
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HOA.100637261.2

- IV. The Maximum Contract sum is increased to account for the added Optional Term by adding to Exhibit B (Pricing Schedule), Exhibit B-1 (Extension Pricing Schedule), attached hereto and incorporated herein by reference. Such Exhibit B-1 (Extension Pricing Schedule) shall become part of and shall be deemed Exhibit B (Pricing Schedule) for purposes of this Contract.
- V. Except as expressly modified by this Amendment No. 3, the unaffected terms and conditions of the Contract, as may have been previously amended, shall remain unchanged in full force and effect and enforceable against the parties.

VI. IN WITNESS WHEREOF, the parties by their duly authorized signatures have caused this Amendment No. 3 to become effective on the day, month and year first above written.

COUNTY OF LOS ANGELES:
CHIEF EXECUTIVE OFFICE

By_____ Date

Chief Executive Officer

CONTRACTOR:

THE INFORMATION AND REFERRAL FEDERATION OF LOS ANGELES COUNTY, INC. DBA 211 LA COUNTY

By Mit Mi

MARIBEL MARIN Executive Director

APPROVED AS TO FORM:

MARY C. WICKHAM County Counsel

VICTORIA MANSOURIAN

Principal Deputy County Counsel

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Tot	tal Annual Amount* \$6,251,032

^{*}Does not include \$38,297 for the CEO's *Temporary, Emergency Food, Shelter, and Transportation Voucher Program Special Campaign*.

Attachment 2



FISCAL YEAR 2015-2016 AGREEMENT

BETWEEN THE
COUNTY OF LOS ANGELES

AND

UNITED WAY, INCORPORATED

Prepared by Chief Executive Office

FISCAL YEAR 2015-2016 AGREEMENT

FUNDING TO PROVIDE INFORMATION AND REFERRAL SERVICES PROGRAM

United Way, Incorporated, dba United Way of Los Angeles agrees to provide <u>One Hundred Sixty Nine Thousand</u>, <u>Five Hundred Dollars</u> (\$169,500) to the Los Angeles County General Fund through the Chief Executive Office for Fiscal Year (FY) 2015-16. Said funds shall be paid through installments or in its entirety during FY 2015-16. Payment of these funds shall be made to the **County of Los Angeles** and mailed or delivered to:

Cheri Thomas, Senior Manager County of Los Angeles Chief Executive Office Service Integration Branch 222 South Hill Street, Fifth Floor Los Angeles, CA 90012

The County of Los Angeles agrees that these funds will be used solely for providing information and referral services within Los Angeles County.

COUNTY OF LOS ANGELES

Ву	Date	
SACHI A. HAMAI Chief Executive Officer	Date	
APPROVED AS TO FORM:		
MARY C. WICKHAM County Counsel		

Ву

VICTORIA MANSOURIAN

Principal Deputy County Counsel

UNITED WAY, INCORPORATED

ELISE BUIK

President & CEO

United Way of Los Angeles

By 6

LINING RECENDEZ

Controller

United Way of Los Angeles

Attachment 3

SOLE SOURCE CHECKLIST

Check	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
(~)	Identify applicable justification and provide documentation for each checked item.
V	Only one bona fide source (monopoly) for the service exists; performance and price competition are not available. Monopoly is an "Exclusive control of the supply of any service in a given market. If more than one source in a given market exists, a monopoly does not exist."
	Compliance with applicable statutory and/or regulatory provisions.
	Compliance with State and/or federal programmatic requirements.
	Services provided by other public or County-related entities.
	> Services are needed to address an emergent or related time-sensitive need.
	The service provider(s) is required under the provisions of a grant or regulatory requirement.
	Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	Maintenance service agreements exist on equipment which must be serviced by the original equipment manufacturer or an authorized service representative.
	It is more cost-effective to obtain services by exercising an option under an existing contract.
	It is in the best economic interest of the County (e.g., significant costs to replace an existing system or infrastructure, administrative cost savings and excessive learning curve for a new service provider, etc.) In such cases, departments must demonstrate due diligence in qualifying the cost-savings or cost-avoidance associated with the best economic interest of the County.

Chief Executive Office

5/20 Date